

If You Were a Tenant of Defendants' Properties in the State of California at any time from December 10, 2014 to May 16, 2022 and You Paid One or More Late Rental Fee(s), This Class Action Settlement May Affect Your Rights.

A court authorized this Class Notice. This is not a solicitation from a lawyer.

Si desea obtener un aviso/una notificación en español, visite el sitio web del acuerdo en www.GHPLateFeeSettlement.com, o comuníquese con el Administrador de acuerdo, llama 1-855-503-3331.

- A Settlement has been reached with Geoffrey H. Palmer, Geoffrey H. Palmer dba G.H. Palmer Associates, and GHP Management Corporation (collectively, "Defendants") in a class action lawsuit claiming that the Defendants have a policy and practice of collecting flat late fees of \$75 for rent payments received three or more days late that is in violation of California law. Defendants deny the allegations, and the Court did not issue a final decision in favor of either Plaintiff or Defendants. Instead, the parties have agreed to a Settlement to avoid the expense, delay, and risk of continued litigation.
- The Settlement will result in the creation of a \$1,750,000 Settlement Fund for the benefit of the Class. After making deductions for settlement administration expenses, any court approved service payment to the Class Representative and court approved attorneys' fees and expenses to Class Counsel, the remaining net Settlement Fund will be used to satisfy payments to Class Members (called "Settlement Shares").
- You are a "Class Member" and are eligible for relief from the Settlement Fund if you fall within the following Class definition:

All tenants of Defendants' properties in the State of California from December 10, 2014, to May 16, 2022, who were signatories to a lease at the time one or more Late Fees were paid as the result of untimely rent payments for their rent.

This is the definition of the Class that is being used by the Court to determine who is a member of the Class. Defendants' properties include the following properties in California: The Broadway Palace (North and South), Los Angeles, CA; Canyon County Villas, Santa Clarita, CA; Colony Townhomes, Santa Clarita, CA; The DaVinci, Los Angeles, CA; Diamond Park, Santa Clarita, CA; The Lorenzo, Los Angeles, CA; The Medici, Los Angeles, CA; The Orsini (I, II, III), Los Angeles, CA; Park Sierra, Santa Clarita, CA; Pasadena Park Place, Los Angeles, CA; Paseos Ontario, Ontario, CA; The Paseos at Montclair North, Montclair, CA; The Piero (I and II), Los Angeles, CA; Riverpark, Santa Clarita, CA; River Ranch Townhomes & Apartments, Santa Clarita, CA; Sand Canyon Ranch, Santa Clarita, CA; Sand Canyon Villas & Townhomes, Santa Clarita, CA; The Skyline Terrace, Los Angeles, CA; Summit at Warner Center, Woodland Hills, CA; The Terrace, Santa Clarita, CA; Upland Village Green, Upland, CA; The Village, Santa Clarita, CA; The Visconti, Los Angeles, CA.

READ THIS NOTICE CAREFULLY BECAUSE YOUR LEGAL RIGHTS MAY BE AFFECTED.

SUMMARY OF YOUR OPTIONS	
DO NOTHING	If you are a Class Member and do nothing, you will receive an Initial Settlement Share by physical check to the last known address for you in Defendants' records, if the Settlement is approved and becomes final. However, you will give up your right to sue the Defendants and any Released Parties about the claims resolved by this Settlement. This check will be valid for 60 days. If you do not cash your check, the funds will be returned to the Settlement Fund and redistributed to Class Members whose Initial Settlement Shares were successfully paid or negotiated. After this Second Distribution, any residual funds will go to the California State Controller's Office for Unclaimed Property.

SUBMIT A PAYMENT METHOD ELECTION FORM	<p>If you are a Class Member, you may submit a Payment Method Election Form by October 30, 2023, electing the method to receive your Initial Settlement Share if the Settlement is approved and becomes final. Submitting a Payment Election Form also will make you eligible for a potential Second Settlement Share, to be paid via the same method as the Initial Settlement Share, if sufficient funds remain in the Settlement Fund after payment of all Initial Settlement Shares. If you do not fill out a Payment Election Form you will automatically receive your share of the Settlement Fund via mailed check, and you will not be eligible for a Second Settlement Share. You will be bound by the Settlement and give up certain rights.</p>
EXCLUDE YOURSELF (OPT OUT) FROM THE SETTLEMENT DEADLINE: OCTOBER 30, 2023	<p>If you do not want to be included in the Settlement or receive a payment from it, you can Opt Out of the Settlement by submitting a valid written request for exclusion to the Settlement Administrator. If you Opt Out of the Settlement you will keep your right to sue the Defendants and any Released Parties about the claims resolved by this Settlement.</p>
OBJECT TO THE SETTLEMENT DEADLINE: OCTOBER 30, 2023	<p>If you stay in the Settlement (do not opt out) you may object to it or any of its terms by writing to the attorneys for the parties and the Settlement Administrator. If you object, you will automatically receive the benefits from this Settlement if it is approved and becomes final and you will give up your right to sue the Defendants and any Released Parties about the claims resolved by this Settlement.</p>
GO TO A HEARING DATE: DECEMBER 28, 2023, 10:30 A.M.	<p>You may attend and ask to speak at a hearing on the fairness of the Settlement. You may be heard at the Fairness Hearing regardless of whether you complied with any written objection procedures. As of April 4, 2022, Los Angeles Superior Court no longer mandates masks, however they are strongly recommended inside the courthouse in alignment with LA County Public Health Guidance. The social distancing requirement was rescinded on June 28, 2021.</p>

- The Court supervising this case has granted Preliminary Approval to the Settlement but must still decide whether to grant Final Approval before any payments are made. A Fairness Hearing to decide whether to grant Final Approval of the Settlement will take place on **December 28, 2023, at 10:30 A.M.**

WHAT THIS CLASS NOTICE CONTAINS

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BASIC INFORMATION

1. Why Was This Notice Issued?

The Court issued this Notice because you have a right to know about a proposed Settlement of this class action lawsuit, including the Settlement benefits, and about all of your options under the Settlement, before the Court decides whether to grant Final Approval of the Settlement.

The person who filed this class action is called the “Plaintiff” and Geoffrey H. Palmer, Geoffrey H. Palmer dba G.H. Palmer Associates, and GHP Management Corporation are the “Defendants.” The Plaintiff filed the class action lawsuit in the Superior Court of California for the County of Los Angeles. The lawsuit is called *Seltzer v. Geoffrey H. Palmer, et al.*, Case No. 18STCV07828.

2. What Is This Lawsuit About?

The lawsuit alleges that the Defendants have a policy and practice of collecting flat late fees of \$75 for rent payments received three or more days late that is in violation of California law. The Plaintiff contends that because this amount was not arrived at after a reasonable attempt to analyze the actual cost of late payment, these amounts constitute unlawful penalties and were not lawfully received by Defendants. The Defendants contend that the lawsuit is without merit and that Defendants’ late fee policies are lawful. The Court did not issue a final decision in favor of either Plaintiff or Defendants. Instead, the parties have agreed to a Settlement to avoid the expense, delay, and risk of continued litigation.

More information can be found at www.GHPLateFeeSettlement.com, by calling **1-855-503-3331**, or by writing to Class Counsel, whose addresses may be found below in Paragraph 11.

3. Why Is This A Class Action?

In a class action, one or more people called “Class Representatives” sue on behalf of themselves and all other persons or entities with similar claims. All of these persons or entities together are called a “Class” or “Class Members.” The Court appointed the Plaintiff, Heath Seltzer, as the Class Representative for purposes of this Settlement.

4. Why Is There A Settlement?

The Court did not issue a final decision in favor of either Plaintiff or Defendants. Instead, both sides agreed to a Settlement. The Class Representative and the attorneys that have been appointed by the Court to represent the Class believe that the Settlement is in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How Do I Know If I Am Part Of The Settlement?

You are a Class Member and part of the Settlement if you fall within the following Class definition:

All tenants of Defendants’ properties in the State of California from December 10, 2014, to May 16, 2022 who were signatories to a lease at the time one or more Late Fees were paid as the result of untimely rent payments for their unit.

This is the definition of the Class that is being used by the Court to determine who is a member of the Class. Defendants’ properties include the following properties in California:

- The Broadway Palace (North and South), Los Angeles, California
- Canyon Country Villas, Santa Clarita, California
- Colony Townhomes, Santa Clarita, California
- The DaVinci, Los Angeles, California
- Diamond Park, Santa Clarita, California
- The Lorenzo, Los Angeles, California

- The Medici, Los Angeles, California
- The Orsini (I, II, and III), Los Angeles, California
- Park Sierra, Santa Clarita, California
- Pasadena Park Place, Los Angeles, California
- Paseos Ontario, Ontario, California
- The Paseos at Montclair North, Montclair, California
- The Piero (I and II), Los Angeles, California
- Riverpark, Santa Clarita, California
- River Ranch Townhomes & Apartments, Santa Clarita, California
- Sand Canyon Ranch, Santa Clarita, California
- Sand Canyon Villas & Townhomes, Santa Clarita, California
- The Skyline Terrace, Los Angeles, California
- Summit at Warner Center, Woodland Hills, California
- The Terrace, Santa Clarita, California
- Upland Village Green, Upland, California
- The Village, Santa Clarita, California
- The Visconti, Los Angeles, California

6. What If I Am Not Sure Whether I Am Included In The Settlement?

If you are not sure whether you are included in the Settlement, you may visit www.GHPLateFeeSettlement.com for more information and access a copy of the Settlement Agreement and other important documents. You may also call 1-855-503-3331 or e-mail Info@GHPLateFeeSettlement.com and ask for assistance.

THE SETTLEMENT BENEFITS

7. What Does The Settlement Provide?

The Settlement provides a \$1,750,000 “Settlement Fund” for the benefit of the Class. After making deductions for Settlement administration expenses (estimated to be \$135,517.48, only certain of which will be deducted from the fund), any Court-approved service payment to the Class Representative (not to exceed \$5,000), and any Court-approved attorneys’ fees and expenses (not to exceed \$583,333.33), the balance of the Settlement Fund (the “Net Settlement Fund”) will be distributed to satisfy payments to Class Members.

8. How Much Will My Payment Be?

The amount that you will receive as payment under the Settlement is called your “Settlement Share.” The Settlement Share will be calculated by allocating the Net Settlement Fund as follows:

Initial Settlement Distribution: The Settlement Administrator will first make an Initial Distribution in which Class Members will be entitled to claim from the Net Settlement Fund according to the following schedule:

- Class Members who paid 1-3 late fees shall be entitled to an Initial Settlement Share of \$50;
- Class Members who paid 4-6 late fees shall be entitled to an Initial Settlement Share of \$75;
- Class Members who paid 7-9 late fees shall be entitled to an Initial Settlement Share of \$100;
- Class Members who paid 10 or more late fees shall be entitled to an Initial Settlement Share of \$125.

The Initial Settlement Share will be distributed equally to all signatories on a given lease, so the amount you receive from the Initial Distribution will be less than is shown here if you had roommates or other individuals on your lease.

Second Distribution: If sufficient funds remain in the Net Settlement Fund after the Initial Distribution, the Settlement Administrator will make a Second Distribution to the method of payment chosen by Class Members

who submitted a Payment Election Form and whose initial Settlement shares were successfully paid and/or negotiated.

It is not possible to know at this point exactly how much your total Settlement Share payment will be, since the amount of payment will depend on factors that are not presently known, including: (i) the number of Class Members who ultimately participate in the Settlement by submitting a Payment Method Election Form; (ii) the amount of the service payment to the Class Representatives that the Court may approve; (iii) the amount of the attorneys' fees and expenses to Class Counsel that the Court may approve; and (iv) whether or not you were and/or are a leaseholder with other persons.

For more information, please see the Settlement Agreement, available at www.GHPLateFeeSettlement.com.

9. How Will I Receive Payment?

You may file a Payment Method Election Form online at the Settlement website, www.GHPLateFeeSettlement.com. The deadline to file an online Payment Method Election Form is **11:59 p.m. PST on October 30, 2023**. You may also download a Payment Method Election Form from the website and submit it by mail, postmarked by **October 30, 2023**.

If you file a timely and valid Payment Method Election Form before the deadline, you will be given the option to receive your payment by direct credit to a PayPal account or other available digital payment forms, and you will be eligible for a Second Settlement Share.

If the Settlement is approved by the Court and you do not submit a timely Payment Method Election Form indicating the method you wish to receive your Settlement Share, you will receive your Settlement Share by mailed check, and you will not be eligible for a Second Settlement Share.

10. What Am I Giving Up In Exchange For the Settlement?

If you are a Class Member, and you do not Opt Out of the Settlement, and the Settlement becomes final, you will be releasing any claims that were asserted, or that could reasonably have been asserted in the Action (based upon and/or arising out of the facts alleged in the Complaint), against the Defendants and any of the Released Parties, and that arise out of, or relate in any way to any or all of the acts, omissions, facts, matters, transactions, or occurrences that were alleged in the Action (based upon and/or arising out of the facts alleged in the Complaint). The specific claims you will release are provided in paragraphs 32-34 and 80-84 of the Settlement Agreement, (available at www.GHPLateFeeSettlement.com). A copy of paragraphs 32-34 and 80-84 of the Settlement Agreement, which sets out the claims released by you, if you are a Class Member, is attached to this Notice as Exhibit A.

THE LAWYERS REPRESENTING THE CLASS

11. Do I Have A Lawyer In This Case?

Yes. The Court has appointed the following attorneys as Class Counsel to represent you and the other Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

Robert Ahdoot
Theodore Maya
AHDoot & WOLFSON, PC
c/o GHP Late Fee Settlement
2600 West Olive Ave, Suite 500
Burbank, CA 91505
Telephone: (310) 474-911

Caleb Marker
ZIMMERMAN REED
c/o GHP Late Fee Settlement
6420 Wilshire Blvd, Suite 1080
Los Angeles, CA 90048

12. How Will The Lawyers Be Paid?

Class Counsel will ask the Court at the Fairness Hearing to award attorneys' fees and reimbursement of expenses incurred in litigating this case in an amount not to exceed one-third of the \$1,750,000 Settlement Fund (*i.e.*, \$583,333.33). The Court will determine the amount of the attorney's fees and expenses awarded based on the work performed by attorneys for the Plaintiff who have participated in prosecuting this lawsuit, securing this Settlement for the Class, and facilitating its implementation. These fees and expenses will be paid from the Settlement Fund before providing benefits to Class Members. The Defendants have agreed to not object to any fee and expense request that does not exceed one-third of the Settlement Fund.

13. Will The Class Representative Be Compensated?

The Class Representative Heath Seltzer will ask the Court at the Fairness Hearing for a service payment of up to \$5,000 for his efforts in initiating and prosecuting this case. The Court will determine the amount of the service payment which will be paid from the Settlement Fund before providing benefits to Class Members.

14. How Will The Settlement Administrator Be Compensated?

The parties have retained a third-party Settlement Administrator to assist them with certain administrative functions associated with the implementation of this Settlement, including the mailing and publication of the Class Notices, responding to requests for information from Class Members, maintaining a website that publishes information about this Settlement, and managing opt outs and objections from Class Members. A substantial portion of the Settlement Administrator's fees, which are estimated to be \$135,517.48, will be deducted as set forth above in Section 7.

EXCLUDING YOURSELF FROM THE SETTLEMENT

15. What Do I Do If I Do Not Want To Be Included In The Settlement?

You have a right to exclude yourself or "Opt Out" of the Settlement. If you Opt Out of the Settlement, you will not release any claims against the Defendants. To Opt Out, you must do one of the following: (1) mail a written request for exclusion to the address below, postmarked no later than **October 30, 2023**, or (2) send a written request for exclusion to the Settlement Administrator by e-mail at Info@GHPLateFeeSettlement.com, on or before **11:59 p.m. Pacific Time on October 30, 2023**. If you only received a re-mailed notice, you may submit a valid request for exclusion within 30 days of receipt or by October 30, 2023, whichever is later.

To Opt Out by mail, submit a written request that (1) clearly expresses your desire to be excluded from the Class, to not participate in the Settlement, and not to receive any Settlement benefits; (2) include your name, address, and telephone number; and (3) reference *Seltzer v. Geoffrey H. Palmer, et al.*, Case No. 18STCV07828. Submit your Opt Out request using the following information:

GHP Late Fee Settlement Administrator
ATTN: Opt Out
P.O. Box 58220
Philadelphia, PA 19102

E-mail address: Info@GHPLateFeeSettlement.com

If you Opt Out by email, your request must be submitted on or before **11:59 p.m. Pacific Time on October 30, 2023**. If you Opt Out by U.S. Mail your request must be postmarked no later than **October 30, 2023**.

16. What Happens If I Don't Opt Out By February 14, 2023?

If you do not Opt Out by **October 30, 2023** and the proposed Settlement is approved and becomes final, you will release all claims that you may have now against the Defendants with respect to claims or allegations arising from Defendants' practice of charging residential tenants flat late fees for rent that is not paid on time, and you will be prohibited from bringing any such claims in the future on your own behalf.

OBJECTING TO THE SETTLEMENT

17. How Do I Tell The Court That I Don't Like The Settlement?

If you are a Class Member and remain in the Class (*i.e.*, do not Opt Out of the Settlement), you can object to the Settlement. The Court will consider your views. To object, on or before **October 30, 2023**, send the Settlement Administrator a written statement via U.S. mail or e-mail stating: (1) your full name; (2) your address; (3) the specific reason(s), if any, why you object to the Settlement, including any legal support you wish to bring to the Court's attention; (4) copies of any evidence or other information you wish to introduce in support of the objection; (5) a statement of whether you intend to appear and argue at the Fairness Hearing; (6) your written signature, with date; (7) a reference to *Seltzer v. Geoffrey H. Palmer, et al.*, Case No. 18STCV07828; (8) proof that you fall within the definition of the Class; and (9) list all other objections that you or your counsel (if applicable) you have submitted in any class action settlement in any state or federal court in the United States in the previous five years or if you or your counsel have not objected to any other class action settlement in the United States in the previous five years, you must affirmatively state so in the objection. You may personally object or object through an attorney hired at your own expense, however, you must personally sign the objection. Whether or not you comply with these procedures, you may appear at the Fairness Hearing, either in person or through personal counsel hired at your own expense, to object to the Settlement, or to any award of Attorneys' Fees and Expenses, or to any Service Payment to the Plaintiff.

Submit your written statement using the following information:

GHP Late Fee Settlement Administrator

ATTN: Objection

P.O. Box 58220

Philadelphia, PA 19102

E-mail address: Info@GHPLateFeeSettlement.com

If you choose to submit your written statement via U.S. mail, your request must be postmarked no later than **October 30, 2023**. If you choose to submit your written statement by email, your request must be submitted on or before **11:59 p.m. Pacific Time on October 30, 2023**. If you only received a re-mailed notice, you may submit a valid written objection **within 30 days of receipt** or by October 30, 2023, whichever is later.

18. What Is The Difference Between Opting Out Of the Settlement And Objecting To It?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class (*i.e.*, do not Opt Out). Opting Out of the Settlement is telling the Court that you do not want to be part of the Settlement. If you Opt Out, you cannot object because the Settlement no longer affects you.

THE COURT'S FAIRNESS HEARING

19. When And Where Will The Court Decide Whether To Approve The Settlement?

The Court will hold a Fairness Hearing before the Honorable Stuart M. Rice at **10:30 a.m. on December 28, 2023**, in Department 1 of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California, 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to grant final approval of the Settlement. If there are objections, the Court will consider them. The Court also may decide how much to pay Class Counsel and to award the Plaintiff. After the hearing, the Court will decide whether to grant Final Approval of the Settlement. We do not know how long these decisions will take.

20. Do I Have To Attend The Hearing?

No. Class Counsel will answer any questions that the Court may have. However, you are welcome to come at your own expense. You also may pay your own attorney to attend the Fairness Hearing on your behalf. If you file an objection, you do not have to come to Court to discuss it. As long as your written objection is received on time, and you have followed the directions contained in the Answer to Question 17 above, the Court will consider the information provided in your written objection.

21. May I Speak At The Hearing?

You may ask the Court in advance for permission to speak at the Fairness Hearing. To do so, please send a letter saying that it is your “Notice of Intention to Appear in *Seltzer v. Geoffrey H. Palmer, et al.*, Case No. 18STCV07828.” Please include your name, address, and telephone number, as well as the name, address and telephone number of any attorney who will appear at the Fairness Hearing on your behalf.

Please note that if you do not submit a Notice of Intention to Appear, you may still appear at the Fairness Hearing and request to speak to the Court. Please also note that if you do not object, you may still appear at the Fairness Hearing and request to speak to the Court.

Mail or e-mail your Notice of Intention to Appear to the Settlement Administrator at the address listed in Question 17 above no later than **October 30, 2023**. Be sure to reference the phrase “*Seltzer v. Geoffrey H. Palmer, et al.*, Case No. 18STCV07828” on your notice.

22. How Do I Get More Information?

If you think you may be a Class Member and would like more information about the lawsuit or the terms of the proposed Settlement, you may review the pleadings, records and other papers on file in this lawsuit, including the Court’s Order granting Preliminary Approval and the proposed Settlement Agreement, which may be inspected on weekdays, during normal business hours, at the Clerk’s Office of the Superior Court of California, County of Los Angeles, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California, 90012. The Preliminary Approval Order and Settlement Agreement are also available on www.GHPLateFeeSettlement.com. Future filings such as the request for final approval and application for class representative service payments, and attorneys’ fees and expenses will also be made available on this website. Additional information is available at the Settlement website at www.GHPLateFeeSettlement.com, by calling 1-855-503-3331, or by writing to Class Counsel at the addresses in Question 11.

DO NOT CONTACT THE COURT OR THE DEFENDANTS ABOUT THIS NOTICE. THE COURT CANNOT ANSWER ANY QUESTIONS ABOUT THE SETTLEMENT.

EXHIBIT A
Paragraphs 32-33, 81-84 of the Settlement Agreement
Seltzer v. Geoffrey H. Palmer, et al., Case No. 18STCV07828

RELEASE AND WAIVER

1. “Released Claims” means any claims that were asserted, or that could reasonably have been asserted in the Action (based upon and/or arising out of the facts alleged in the Complaint), against the Released Parties, and that arise out of, or relate in any way to any or all of the acts, omissions, facts, matters, transactions, or occurrences that were alleged in the Action (based upon and/or arising out of the facts alleged in the Complaint).

2. “Released Parties” shall include and mean Defendants and each of their past, present, and future employees, assigns, attorneys, agents, insurers, consultants, officers, and directors.

3. Members of the Class who have opted out of the Settlement by the date set by the Court do not release their claims and will not obtain any benefits of the Settlement.

3. The Court shall enter an order retaining jurisdiction over the Parties to this Stipulation of Settlement with respect to the enforcement and future performance of the terms of this Stipulation of Settlement. In the event that any applications for relief are made, such applications shall be made to the Court.

4. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiff and Class Members; and (b) Plaintiff and the Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting against the Released Parties in any federal or state court or tribunal any and all Released Claims.

5. Because the names of Class Members and other personal information about them will be provided to the Settlement Administrator for purposes of providing cash benefits and processing opt-out requests, the Settlement Administrator shall keep all such information confidential and not disclose it to anyone other than Defense Counsel and Class Counsel and will ensure that any information

provided to it by Class Members will be secure and used solely for the purpose of effecting this Settlement.